

REQUEST FOR PROPOSALS

6. **Approve Amendment #3 to RFP-4188-03/BJC – Security Services for Seminole County, to Allied Protection Services, Inc. of Fort Myers (\$38,896.00 per year).**

RFP-4188-03/BJC provides for all labor and incidentals necessary to provide security services to miscellaneous buildings throughout Seminole County. Amendment #3 will provide for security services for the Central Branch Library during all business hours (3,536 hours per year).

The following is the summary of cost of the Contract through Amendment #3:

Original Contract Sum	\$342,000.00
Amendment #1-2	221,507.52
Add Amendment #3	<u>38,896.00</u>
Revised Contract Sum	\$602,403.52

This is a budgeted project and funds are available in account number 010530-00100-519-53034000 (General Fund). Administrative Services Department/Support Services Division and Fiscal Services Department/Purchasing and Contracts Division recommend the Board authorize the County Manager to execute the amendment as prepared by the County Attorney's Office as long as the contract does not exceed \$602,403.52 per year.

THIRD AMENDMENT TO SECURITY SERVICES AGREEMENT (RFP-4188-03/BJC)

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 21st day of July, 2003, as amended on August 12, 2003 and on August 10, 2004, between **ALLIED PROTECTION SERVICES, INC.**, whose mailing address is P.O. Box 7259, Ft. Myers, Florida 33911, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on July 21, 2003, as amended on August 12, 2003 and on August 10, 2004, for security services; and

WHEREAS, the parties desire to amend the Agreement so as to increase the Scope of Services and the amount of compensation therefore; and

WHEREAS, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Scope of Services attached to the Agreement is increased to provide for the additional services provided in the attached Exhibit "A," which is incorporated by this reference.

2. The COUNTY agrees to compensate CONTRACTOR a fee not to exceed the sum of THIRTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$38,896.00) for the increased Scope of Services. The

total compensation to be paid to the CONTRACTOR through this Second Amendment shall not exceed the sum of SIX HUNDRED TWO THOUSAND FOUR HUNDRED THREE AND 52/100 DOLLARS (\$602,403.52). In no event shall CONTRACTOR be paid more than the fee stated above.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

ALLIED PROTECTION SERVICES, INC.

(CORPORATE SEAL)

By: _____
STEPHEN LEVINE, President

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
8/19/04
3am-rfp-4188

Attachment:
Exhibit "A" - Scope of Services

Scope of Services
"A"

ADD

Library Location

Hours

Weeks

Annual

Central Branch Library

68

52

3536